

1974

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National TV

PUBLIC BROADCASTING SERVICE

Station Users Agreement

Station(s): KDIN-TV, KIIN-TV

Licensed to: State Educational Radio and
Television Facility Board
P. O. Box 1758
Des Moines, Iowa 50306

WHEREAS, the Public Broadcasting Service ("PBS") distributes programs to nonprofit, noncommercial public broadcast stations; and

WHEREAS, PBS administers a station program cooperative ("SPC") through which such stations may cause, through purchase of broadcast rights, certain programs to be produced by production organizations and distributed by PBS; and

WHEREAS, the above-named public television broadcast station ("Station") wishes to receive programs distributed by PBS;

NOW, THEREFORE, it is mutually agreed as follows:

1. PBS Clearance. PBS will notify Station in advance of each regular series scheduled for distribution by PBS. Notification by PBS under this paragraph does not prohibit PBS from altering, at its discretion, the means of distribution or the schedule for distribution. PBS will give as much notice as possible for any such alteration.

2. Preemption. PBS may preempt any program or series for special programs. PBS will use its best efforts to notify Station at least 48 hours in advance of any preemption. Should any time period be preempted, PBS shall make the originally scheduled program or programs available to Station through either prior or subsequent interconnection or recording distributions, at the discretion of PBS.

3. Broadcast Rights. Consistent with the broadcast rights described in the second paragraph, hereof, Station will in its sole discretion be free to broadcast any program distributed by PBS at times chosen by Station or not to broadcast any program distributed by PBS; provided, however, that PBS will be under no obligation to provide particular programs to Station at times or by means other than those determined by PBS. Nothing in this agreement shall be construed as limiting Station's absolute right to reject and not broadcast any program distributed by PBS.

Consistent with the provisions of paragraph 14, a program distributed by PBS may be broadcast by Station during an entire seven-day period beginning with distribution to that Station, or Station may record such programs for unlimited rebroadcast during a seven-day period commencing with first broadcast over that Station, unless PBS notifies Station that the period within which a particular program or program series

may be broadcast or rebroadcast is lesser or greater than said seven-day period or specifies a limit on the number of rebroadcasts. Any such recording may not be reused for any broadcast inconsistent with the above without prior written permission from PBS; provided, however, that programs made available for distribution through the SPC activities of PBS may be broadcast by only those stations who have purchased program rights to those programs and who abide by all of the policies established for operating the SPC activities of PBS, including all of the policies relating to payment schedule and nonmember surcharges.

4. Preview. Subject to the availability of facilities, PBS will use its best efforts to satisfy the request of Station, if Station is a member of PBS in good standing, to preview programs before Station's local broadcast scheduling.

5. Record Keeping. Station will, on request, notify PBS (by such means and at such times as PBS may reasonably request) of its simultaneous, repeat and delayed broadcasts, or nonbroadcast, of programs distributed by PBS.

6. Editing and Cutting. Station shall not make any deletions, alterations, edits, replacements or other changes in the visual and/or audio content of programs distributed by PBS without prior permission from PBS, such permission not to be unreasonably withheld. If required by agreements in effect between PBS and the Production Organization responsible for

such programs, PBS must seek such permission from the Production Organization in order to give its permission hereunder. Provided, however, that permission need not be obtained to interrupt programs in the event of local or national emergency to cover such emergencies; and provided further, however, that where time will not permit contacting PBS, permission need not be obtained to make deletions, alterations, edits, etc., in a program where Station in good faith believes such alteration, deletion, edit, etc., is necessary to comply with any federal, state or local law, rule, regulation or ordinance. Unless Station has had an opportunity to preview a program or has received program information in connection with material in the program which Station wishes to edit, etc., at least 48 hours before PBS transmission, it will be presumed that Station has not had an opportunity to contact PBS. Station shall notify PBS of such alteration, deletion, edit, etc., within 24 hours.

7. Program Distribution. PBS may at any time, and from time to time, make programs available for broadcast by Station by distribution of recordings in lieu of interconnected distribution. In such instances, PBS will pay all delivery charges in connection with shipment of recorded programs; provided, however, that, if Station is part of a bicycling arrangement, PBS will pay delivery charges only to the first station in the arrangement. After Station broadcast is completed, Station will return any program copy furnished by PBS to PBS or forward

the same to another station designated by PBS in the same condition as received by Station (ordinary wear and tear excepted).

8. Payments by Station. Station will pay and/or reimburse PBS for any and all taxes, levies, assessments or other charges imposed by state or local authority arising out of the delivery, possession, use or out of any other connection with Station's broadcast of programs distributed by PBS, regardless of the manner in which or party against which such charges are assessed or collected.

9. Technical Standards. PBS and Station will each be responsible for employing and maintaining adequate television personnel and equipment to ensure the highest quality in broadcasts and rebroadcasts of programs distributed by PBS. Station will immediately notify PBS of any technical imperfections that may arise out of production errors, faulty recordings or interconnection deficiencies, so that such technical imperfections may be corrected.

10. Legal Defense. PBS will defend and indemnify Station, if it is a member of PBS in good standing, against any charge or claim arising out of the broadcast of programs distributed by PBS, provided that Station has fulfilled all of its obligations under this agreement. A station that is not a member of PBS in good standing shall have the right to PBS defense and indemnification only for those programs which such station has obtained by the payment of a surcharge to PBS.

Station shall promptly notify PBS of any charges or claims arising out of the broadcast of programs distributed by PBS so that appropriate action can be taken by PBS.

PBS shall not be liable to Station for the failure of PBS to distribute programs to Station by reason of equipment failure, labor dispute, legal action, force majeure or any other reason beyond PBS' control.

11. Federal Regulation. The obligations of Station and PBS hereunder are subject to all applicable laws, rules and regulations, including the Rules and Regulations of the Federal Communications Commission, which now are or may be in force during the term of this agreement.

12. Authorized Use. The provision of this distribution service is for broadcast over noncommercial public television stations, unless otherwise authorized in writing by PBS. No other use of PBS transmissions is authorized by this agreement.

13. Penalties. Compliance with the terms of this agreement is a condition of receiving programs from PBS and any breach of the terms of this agreement may result in the withholding of programs or the termination of the PBS distribution service.

14. Nonmembers. Notwithstanding any other provision of this agreement, a station that is not a member of PBS in good standing shall not be entitled to broadcast any program distributed by PBS, unless it has paid the surcharges that may be established by the Board of Governors as a condition for

receiving the program. Such stations may broadcast only those programs that are covered by a surcharge or those programs for which it is determined no surcharge shall be imposed.

15. Term. This agreement supersedes and replaces the "National Program Service Agreement" and shall become effective on the 17th day of July, 1974, and, unless sooner terminated as herein provided, it shall remain in effect for a period of one year thereafter. It shall then be renewed on the same terms and conditions for a further period of one year and so on for successive further periods of one year each, unless and until either party shall, at least 90 days prior to the expiration of the then current terms, give the other party written notice that it does not desire to have the contract renewed in its then current form for a further period. However, either party may cancel this agreement at any time by giving 30 days written notice to the other.

PUBLIC BROADCASTING SERVICE

By Hartford N. Gunn, Jr.
Hartford N. Gunn, Jr.
President

STATION

By Frank D. [Signature]